

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS**

ROSS PARKHURST and AMY PARKHURST,)
individually and as guardians and next friends of)
H.P., a minor child under the age of eighteen,)
)
Plaintiffs,)
)
v.) **Case No. 07-CV-02068-RTD**
)
STEPHEN TABOR, individually and in his)
official capacity as Prosecuting Attorney for)
Twelfth Judicial District, Sebastian County,)
State of Arkansas; DANIEL SHUE, individually)
and in his official capacity as Chief Deputy)
Prosecuting Attorney for Twelfth Judicial District,)
Sebastian County, State of Arkansas;)
COUNTY OF SEBASTIAN, a body corporate)
and politic in the State of Arkansas; and)
CHAD BELT, an individual,)
)
Defendants, and)
)
PRO TECH SECURITY, INC.)
)
Garnishee.)

PAYOVER ORDER

1. On June 24, 2008, this Court entered a \$1,000,000.00 judgment in favor of the Plaintiffs and against Separate Defendant Chad Belt. On August 29, 2008, the Clerk issued a Writ of Garnishment directed to Belt's employer, Pro Tech Security, Inc. Later, Plaintiffs moved to default the employer for allegedly failing to respond to the Writ.

2. The Plaintiffs and the Garnishee have reached an agreement regarding the Writ of Garnishment and the Motion to Default.

3. Pursuant to that agreement, this Court orders that the Garnishee shall pay over to the Plaintiffs twenty-five percent (25%) of Separate Defendant Chad Belt's net wages after

allowable deduction each pay period, in compliance with the Writ of Garnishment. Specifically, Garnishee shall pay the sum of \$101.48 from Separate Defendant Chad Belt's weekly paycheck beginning December 16, 2008, made payable to Plaintiff's attorneys, NORMAN, WOHLGEMUTH, CHANDLER & DOWDELL, 2900 Mid-Continent Tower, 401 South Boston Avenue, Tulsa, OK 74103, and to continue each pay period thereafter during which Separate Defendant Chad Belt is employed by the Garnishee.

4. The Garnishee, from the time of being served with the Writ of Garnishment through the December 9, 2008, paycheck, withheld \$1,217.76 from Separate Defendant Belt's paycheck. These monies shall be promptly paid by the Garnishee to the Plaintiff's attorneys.

5. A judgment lien upon non-exempt wages shall continue as to earnings of Separate Defendant Chad Belt until the total amount due upon the Judgment and costs is paid or satisfied. The lien on such earnings shall terminate sooner if the employment relationship is terminated or if the underlying Judgment is vacated or modified.

IT IS SO ORDERED.



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HONORABLE ROBERT T. DAWSON
DISTRICT COURT JUDGE

U. S. DISTRICT COURT
ESTERN DISTRICT ARKANSAS
FILED

DEC 29 2008

CHRIS R. JOHNSON, CLERK

DEPUTY CLERK